

**INTERLOCAL AGREEMENT FOR MUTUAL ASSISTANCE  
IN BUILDING PERMIT AND INSPECTIONS SERVICES**

THIS AGREEMENT is entered into between the City of Lacey ("Lacey"), City of Olympia ("Olympia"), City of Tumwater ("Tumwater") and the County of Thurston ("Thurston County") for the purposes hereinafter mentioned.

WHEREAS, Lacey, Olympia, Tumwater and Thurston County each have building departments responsible for the review of plans, issuance of building permits, and inspection of construction, and

WHEREAS, from time to time, due to vacancies, illnesses, vacations, excess workload and other reasons, the county and each of the cities have experienced situations in which there are insufficient personnel available to perform required tasks, and

WHEREAS, during such times, each city/county desires to assist the other when feasible and the parties are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW to enter into mutual assistance agreements when appropriate, now, therefore,

FOR AND IN CONSIDERATION OF the terms and conditions specified below, the parties agree as follows:

**1. Mutual Assistance to be Provided.**

**A. Requests for Service.** Any city/county may request assistance from any other city/county on an as-needed basis for plan check review, building inspection services, and any other service customarily and usually performed by the Building Official under the State Building Code. Such requests may be orally or in writing to the Building Official of the city/county from whom assistance is requested. Each city/county agrees to give the other as much notice as possible concerning any need for services.

**B. Assistance to be Provided.** Upon request, each city/county agrees to provide the other with appropriate personnel to perform plan check review services, building inspection services, and such other services as are usually and customarily performed by the Building Official under the State Building Code to the extent that the city/county providing the personnel deems, in its sole discretion, that it has sufficient staffing and resources available to assist at the time the request is made. No city/county shall be liable to any other city/county for the failure to provide service in any particular instance. The personnel providing service shall do so only in areas which fall within their job descriptions at their employer city/county.

**C. Documents to be Provided.** Each city/county shall provide the other city/county with an up to date copy of its building code, including, but not limited to, a copy of the ordinance adopting the building code, a copy of any special provisions relating to the building code, and any and all amendments thereto. In addition, for each specific request for service, the requesting

city/county shall provide the city/county from whom service is requested with a copy of all plans, applications, and other documents necessary for the performance of the services.

**D. Code to be Applied.** In providing services under this Agreement, each city/county shall perform plan check reviews, building inspections, and other services customarily and usually performed by the Building Official under the latest version of the State Building Code, as amended or supplemented by the requesting city/county and approved for use by the Building Code Advisory Council at the time of the service request. No city/county shall be required, in performing the services, to have knowledge of or utilize any other version of the State Building Code, or any other zoning or other regulations of the requesting city/county other than the State Building Code as amended.

**2. Compensation for Services.** The city/county providing the services shall charge the receiving city/county for the actual hourly wages paid to its employee(s) for the work performed for the receiving city/county, plus fifty percent (50%) for benefits and overhead charges. Any overtime costs incurred shall be paid at 1.5 times the hourly wages plus fifty percent (50%) for benefits and overhead charges. The city/county providing the services shall keep records of the time spent in performing work for the receiving city/county, and provide invoices at the end of the month for the past month's work performed. Upon receipt of such invoice, the receiving city/county shall pay the providing city/county within thirty (30) working days.

**3. Employment Status.** All personnel performing services under this Agreement shall remain employees of the providing city/county and shall not become employees of the requesting city/county for any purpose. Payment of salaries, wages and benefits for such personnel shall remain the responsibility of the providing city/county and shall in no way become the responsibility of the requesting city/county.

**4. Supervision and Discipline.** When a requesting city/county is receiving the assistance of any personnel of a providing city/county, such personnel shall be supervised in providing such assistance by the requesting city/county. The requesting city/county shall have no power to discipline such personnel, however, but may request the providing city/county to take disciplinary action related to any conduct of the personnel while performing services for the requesting city/county. The requesting city/county may at any time reject the assignment of any particular individual by the providing city/county to perform the necessary services.

**5. Duration of Agreement.** This Agreement shall take effect upon signature by the last city/county signing the same and shall continue in full force and effect thereafter until terminated as provided below.

**6. Administration.** This Agreement shall be jointly administered by the Building Officials of Lacey, Olympia, Tumwater and Thurston County. No separate legal entity is created by this agreement.

**7. Indemnification.** In agreeing to provide temporary assistance to any requesting city/county, the city/county providing the assistance makes no guarantee or warranty as to the

services to be provided. The city/county receiving assistance agrees to indemnify, hold harmless, and defend the city/county providing the service, its elected and appointed officials, officers, agents, and employees from and against any and all claims, losses and liability for injuries, sickness, death or property damage, including injuries, sickness or death of requesting city/county's employees and including attorney's fees, caused, occasioned by, or arising from any negligent act, error or omission (1) of the requesting city/county, its elected and appointed officials, officers, agents or employees, and (2) of the building department personnel of the providing city/county while performing services for the requesting city/county within the scope of the assistance requested under this Agreement. Provided, however, that nothing in this paragraph shall be construed to either detract from or add to those rights granted to and limited by the Industrial Insurance Laws of the State of Washington for employees of either the requesting city/county or the providing city/county.

8. **Insurance.** Each city/county shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or coverage shall have limits of at least \$1,000,000 per occurrence and \$5,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage.

9. **Termination.** This Agreement may be terminated by any city/county at anytime, with or without cause, upon five (5) days written notice to the other parties. Termination shall not release any city/county from liability or obligation with respect to any matter arising under this Agreement occurring prior to the effective date of said termination.

10. **Notices.** Required notices, with the exception of legal process, shall be given in writing to the following respective addresses.

City of Lacey Building Official  
P.O. Box 3400  
Lacey, WA 98509-3400

City of Olympia Building Official  
P.O. Box 1967  
Olympia, WA 98501-1967

City of Tumwater Building Official  
555 Israel RD. SW  
Tumwater, WA 98501

Thurston County Building Official  
2000 Lakeridge Dr. SW  
Olympia, WA 98502-6045

11. **Waiver.** Waiver by any city/county of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

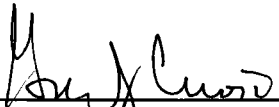
12. **Attorney's Fees and Costs.** If any city/county shall commence litigation against the other in order to enforce any provision of this Agreement or to redress any breach hereof, the prevailing city/county in such litigation shall be entitled to recover from the other city/county its costs and reasonable attorney's fees incurred in such litigation.

13. **Assignment.** No city/county shall assign any portion of this Agreement without the express written consent of the other parties.

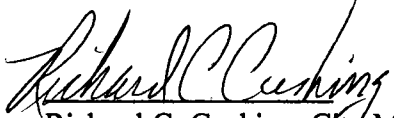
14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise. No modification or amendment of this Agreement shall be valid or effective unless evidenced by a writing signed by all parties.

AUTHORIZED AND EXECUTED by the parties as of the dates hereinafter specified:

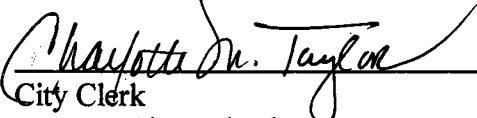
**CITY OF LACEY:**

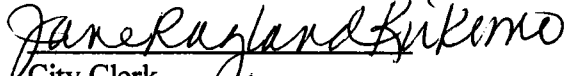
  
\_\_\_\_\_  
Greg J. Curo, City Manager  
Date: 11-21-00

**CITY OF OLYMPIA:**

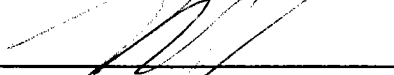
  
\_\_\_\_\_  
Richard C. Cushing, City Manager  
Date: 11-15-00

ATTEST/AUTHENTICATED:


  
\_\_\_\_\_  
Chayotte M. Taylor  
City Clerk  
Date: 11-21-00

  
\_\_\_\_\_  
Jane Ragland Kikimo  
City Clerk  
Date: 11/15/00

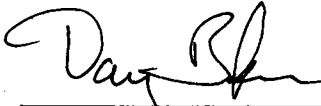
APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
Date: 12-6-00


APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
Date: Nov 15, 2000

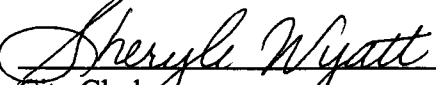
**CITY OF TUMWATER:**

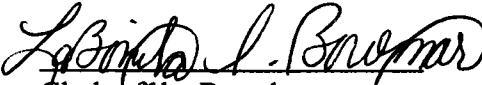
  
\_\_\_\_\_  
Doug Baker, City Administrator  
Date: 11/20/2000

**THURSTON COUNTY:**


  
\_\_\_\_\_  
Linda Hoffman, Chief Admin. Officer  
Date: 12/7/00

ATTEST/AUTHENTICATED:


  
\_\_\_\_\_  
Sheryle Wyatt  
City Clerk  
Date: 11/21/00

  
\_\_\_\_\_  
LeBerta L. Bremer  
Clerk of the Board  
Date: 12/7/00

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
Date: 11/20/00

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney  
Date: 12-7-00